

CLARIFICATION NO.1

**HIRING OF CONTRACTOR FOR SUPPLY OF UTILITY WATER FOR P & A JOBS FOR PIRKOH
WELL NO. 31, 35, 36, 38, 44 & 48 DISTRICT DERABUGTI, BALOCHISTAN
(TENDER ENQUIRY NO. C&ESS/F.T/2021/11)**

The following clauses are added in the ToR given at annexure-A in the bid documents. These clauses will be considered as integral part of the bid documents / ToRs.:-

- 4.19 Contractor is required to visit the route upto the site(s) prior to bidding and shall be bound to continuously supply utility water at the site(s) in such quantity & time as instructed by the Party Chief. No payment shall be made for any supply of utility water made at place other than site(s) of work. If the contractor fails to supply the utility water, in quantity as required at site or supply of utility water is not in time as required at site such noncompliance will be considered as delay and will be subject to liquidated damages @ 0.1 % of contract price per day. In case of non supply or short supply at any day the Party Chief will be entitled arrange supply of required quantity of utility water through his own resources or employ a person to supply required quantity at risk and cost of the contractor. Such adjustment will be made by Party Chief from the bills, retention moneys, bank guarantee or other money payable to contractor by the employer.
- 4.20 Even after the imposition of maximum liquidated damages, if the contractor is making delay in supply of utility water then the Party Chief will be entitled to cancel the contract of the contractor after approval from competent authority and arrange supply of required quantity of utility water through his own resources or employ a person to supply required quantity at risk and cost of the contractor. Such adjustment will be made by Party Chief from the bills, retention moneys, bank guarantee or other money payable to contractor by the employer.
- 4.21 Clause No.11 of the already uploaded TOR is deleted and replaced with this clause. Non supply or any interruption in continuous supply of water will be considered as delay (unless having valid reasons not attributable to the contractor), even if such interruption is within scheduled completion period. Liquidated Damages will be charged as 0.3% per day of the bid price for each day of such delay with maximum upto 10% of the bid price. The Party Chief will inform the contractor regarding such delay / LD and upon non compliance by the contractor within 24 hours, will further proceed for arrangement of utility water at contractor's risk & cost.
- 4.22 Party Chief is authorized to increase or decrease the BOQ quantities as per site requirements. Such variation shall not invalidate the contract. Payment shall be made based on quantity of utility water supplied at site as verified by the Party Chief or his rep under provisions of the contract agreement. No claim of contractor shall be admissible for decreased quantity or increase in rate for increased quantity or increase in rate due to market fluctuations. The rates quoted shall be firm during the supply against project.
- 4.23 Contractor will be responsible to maintain minimum storage in the reservoir as per instructions of the Party Chief in view of requirements of deployed rig.